



**MISSOURI DEPARTMENT OF TRANSPORTATION  
NORTHEAST DISTRICT  
SOLICITATION GUIDELINES AND DOCUMENTATION**

**REQUEST FOR BID**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: JANUARY 4, 2012	<b>RESPONSES DUE NO LATER THAN:</b> JANUARY 19, 2012 @ 1:00 PM CENTRAL TIME	DELIVERY POINTS: MODOT NORTHEAST DISTRICT (ADDRESS LIST SHOWN BELOW)
CONTRACT PERIOD:  FEBRUARY 1, 2012 THROUGH JANUARY 31, 2013	<b>REQUEST # NE12-38B-R2</b>  THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 <b>No RFB RESPONSES ACCEPTED BY FAX</b>
District Address: MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552		F.O.B. Requirement: Destination (Delivery Point)  Delivery costs to any location in the MoDOT Northeast District must be included in the unit prices or discount margin bid & may not be listed as a separate item.

**All responses to this solicitation should be submitted on this form (pages 1 through 9) and returned to the buyer listed above at the district address shown. Responses may be mailed or hand delivered. Faxed or emailed responses cannot be considered. Responses must be received in the NE District Procurement office in Macon BEFORE the response deadline (above).**

**VENDOR NAME:**

(Please enter your company name in this block)

The MoDOT Northeast District seeks to contract with a vendor for supplying filters, at a firm price, for as needed, if needed, orders, and delivery of those items to various locations in Northeast Missouri during the contract period. This is for the MoDOT Northeast District geographic region. This contract shall replace any existing filter contracts related to the former MoDOT District 2 or District 3 areas now incorporated into the Northeast District region.

## **CONTRACT REQUIREMENTS**

### **1.0 CONTRACT AND RENEWAL PERIODS**

1.1 The original contract period shall be for 12 months. The contract shall commence on February 1, 2012, or when awarded by the Missouri Department of Transportation. The contract shall not bind, nor purport to bind, MoDOT for any contractual commitment in excess of the original contract period (through January 31, 2013). MoDOT may terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of contractor's obligations or requirements, upon a 10 day written notice being sent to the vendor.

1.2 MoDOT shall have the right, at its sole option, to renew the contract for up to 3 additional one-year periods, or any portion thereof. Renewal periods will consist of annual cycles; February 1 – January 31. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period(s), pursuant to applicable option clauses of this document. There will be an allowance for the standard "MRP" price to change annually in January when new MRP pricing is published. Any annual price changes will not go into effect until February 1, and after both parties sign a renewal agreement.

### **2.0 ORDER AND DELIVERY**

2.1 No formal purchase orders will be issued up front. Instead, orders for filters will be placed as needed, by fax, phone, or e-mail, directly by MoDOT personnel (the requestor) at any of the delivery points in the Northeast District. Timely receipt of orders is essential to MoDOT operations and filters shall be delivered within 7 calendar days from the date of the order placement. Within 2 workdays of the receipt of the order, the vendor shall notify the requestor

if the order cannot be filled completely within the 7 calendar days. It shall then be at the discretion of the requestor to cancel the order for the quantities not deliverable within 7 calendar days, or to request a backorder to be filled within 14 business days from the date of the order placement. No quantities shall remain on a backorder longer than 14 calendar days from the original date of the order placement, unless the vendor is specifically authorized to do so by requestor.

2.2 Deliveries must be accomplished during normal work hours at the delivery point, which will be communicated to the vendor at the time the requestor places the order. No deliveries will be accepted outside of the normal working hours, on official holidays, or on days when the facility is closed for 4-10 shifts, unless an alternate delivery plan is agreed to by both parties.

### **3.0 SPECIFICATIONS**

3.1 Fleetguard brand filter numbers are used on the filter bid sheet. Other brands are acceptable. The Fleetguard numbers are for reference purposes and to establish a baseline for the specifications filters will be required to meet. Bids for approved equals will be accepted if the product meets or exceeds the specifications listed on the bid sheet. Alternate brands must be supported with catalog information, specifications, or other pertinent information as evidence that the substitute brand offered equals or exceeds specifications referenced. If bidding brands other than that referenced, the vendor should be able to provide the manufacturer's specification sheets upon request.

3.2 The time allowed to supply information requested under paragraph 4.1 for alternate brands will be no longer than 8 calendar days after the bid opening date and time.

### **4.0 EXCEPTION TO CONTRACT PURCHASES**

4.1 As equipment changes through the period of this agreement (as old equipment is transferred out of district or replaced and new equipment is received), filters, which are no longer required, may be removed from the price list and/or new types of filters may be added to the price list at the same percentage discount applied to the MRP price or the dealers list price quoted by the vendor.

4.2 MoDOT reserves the right to purchase filters from other sources if a filter is unobtainable and will cause an economical hardship for MoDOT. MoDOT reserves the right to purchase filters from other sources for the express purpose of testing to accumulate data for use in promulgating new specifications for future use.

### **5.0 CROSS REFERENCING**

5.1. Upon request, the successful bidder shall provide within 15 days from the date of award a method for cross-referencing the filters provided by the bidder. The method may consist of CD or book, but the preferred method would be this information be available is online. If method is to be by CD or book, a minimum of twenty (20) copies shall be provided as a condition of this bid at no additional expense to MoDOT.

### **6.0 INVOICING**

6.1. All invoicing, for each individual order, is to be directed to the requestor at the delivery point.

## **BID PRICING SUBMITTAL, AWARD CRITERIA, AND ADDITIONAL INFORMATION**

### **Bid Submission**

The quantities listed on the "Filter Bid Sheet" are estimates only (based upon past MoDOT District 2 usage data as no information is available at this time for the former District 3), and are not to be used for calculation purposes, but are only shown as estimated potential usage of each filter. These are not actual order amounts or guaranteed quantities. **Prices MUST be submitted on the attached "Filter Bid Sheet"**. Specify the brand(s) of filters being bid. Write the percent of discount your company is allowing off the the Market Rate Price (MRP) or Dealers List price. Provide cross-reference numbers for each filter, if not bidding Fleetguard. Write in the MRP/list price for each filter. Then write in the applicable MoDOT discount based upon the percentage discount given and the corresponding MoDOT purchase price for a quantity of one (1) of each filter.

### **Award**

Award of this solicitation will be made on an "All Or Nothing" basis using the "lowest and best" principle of award, by calculating the total cost of purchasing one of each filter. If not all filters are bid, this will be considered in our award decisions and evaluations, with preference being given to vendors who can supply the majority of the listed filters.

**Address List**

The following lists the addresses of potential delivery points within the Northeast District (subject to change):

Facility	County	Address	City	Zip
Bowling Green	Pike	1416 Business Hwy. 54	Bowling Green	63334
Canton	Lewis	17365 Hwy. 81	Canton	63435
Center	Ralls	22447 Hwy. 19	Center	63436
Edina	Knox	Rt. 3 Box 180	Edina	63537
Elsberry	Lincoln	3329 North Hwy. 79	Elsberry	63343
Hannibal	Marion	1711G Hwy. 61 South	Hannibal	63401
Kirksville	Adair	22777 Potter Trail	Kirksville	63501
Lancaster	Schuyler	Hwy. 63 North	Lancaster	63548
Macon	Macon	26988 US Hwy. 63	Macon	63552
Memphis	Scotland	Rt. 1 Box 139A	Memphis	63555
Mexico	Audrain	1600 Christopher Dr.	Mexico	65265
Moberly	Randolph	1501 East Hwy. 24	Moberly	65270
New Cambria	Macon	29992 State Hwy. P	New Cambria	63558
New Florence	Montgomery	540 Farm Tree Road	New Florence	63363
Palmyra	Marion	4945 County Road 288	Hannibal	63401
Paris	Monroe	25191 Business Hwy. 24	Paris	65275
Shelbina	Shelby	213 North Douglas	Shelbina	63468
Troy	Lincoln	121 Francis Dr.	Troy	63379
Warrenton	Warren	800 West Boonslick	Warrenton	63383
Wayland	Clark	Rt. 3 Box 45A	Kahoka	63445
Regional Complex	Macon	26826 US Hwy. 63	Macon	63552
HQ Garage	Marion	1711 Hwy. 61 South	Hannibal	63401

**Equipment Count**

The following is a breakdown of the 629 pieces of equipment currently in the Northeast District (subject to change):

PASSENGER CARS	51	BACKHOES	15
PICKUPS	118	FORKLIFTS	7
UTILITY TRUCKS	28	LOADERS	28
VANS	12	MOTORGRADERS	25
LD TRUCKS	44	AERIAL UNITS/AUGERS	11
HD TRUCKS - SINGLE AXLE	88	ROLLERS	8
XHD TRUCKS – TANDEM AXLE	90	CRANES & EXCAVATORS	6
SKID STEER	1	STRIPERS	2
TRACTORS – OWNED	48	DISTRIBUTOR TRUCKS	15
TRACTORS - LEASED	15	AIR COMPRESSORS	14
CRAWLER/DOZER	1	SWEEPERS	2

**VENDOR NOTES**

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

# FILTER BID SHEET

Percentage off MRP "Market Rate Price" (or Dealers List Price). Enter with decimal included.

**Brand(s) of filters being bid:** \_\_\_\_\_

ITEM #	FILTER NUMBER		Annual Usage (Estimates ONLY) *Not for calculations*	SPECIFICATIONS (N/A = not applicable or no data)			MRP Market Rate Price or Dealers List Price	_____ . _____ %	
	Fleetguard Brand Number: For Reference Purposes Only	List brand(s) being bid (above) & those filter numbers (below), if different:		Micron	Efficiency	Flow Rate		Discount Applied	MoDOT Price (for the cost of 1 of each listed filter)
<b>AIR FILTERS</b>									
1	AF1606KM		1	N/A	N/A	187 cfm			
2	AF1616		2	N/A	N/A	960 cfm			
3	AF1636		2	N/A	N/A	N/A			
4	AF1637		2	N/A	N/A	N/A			
5	AF1640		3	N/A	N/A	N/A			
6	AF1641		4	N/A	N/A	275 cfm			
7	AF1650		1	N/A	N/A	191 cfm			
8	AF1663		5	N/A	N/A	420 cfm			
9	AF1733K		17	N/A	N/A	317 cfm			
10	AF1823K		2	N/A	N/A	141 cfm			
11	AF1824		1	N/A	N/A	132 cfm			
12	AF1835		3	N/A	N/A	81 cfm			
13	AF1855		9	N/A	N/A	70 cfm			
14	AF1862M		1	N/A	N/A	741 cfm			
15	AF1896M		2	N/A	N/A	545 cfm			
16	AF1917M		1	N/A	N/A	428 cfm			
17	AF1934M		13	N/A	N/A	566 cfm			
18	AF1935M		11	N/A	N/A	566 cfm			
19	AF1943M		1	N/A	N/A	858 cfm			
20	AF1980		2	N/A	N/A	100 cfm			
21	AF25255		1	N/A	N/A	207 cfm			
22	AF25256		1	N/A	N/A	265 cfm			
23	AF25258		9	N/A	N/A	250 cfm			
24	AF25259		1	N/A	N/A	250 cfm			
25	AF25292		4	N/A	N/A	247 cfm			
26	AF25437		3	N/A	N/A	988 cfm			
27	AF25485		2	N/A	N/A	247 cfm			
28	AF25491		3	N/A	N/A	423 cfm			
29	AF25492		3	N/A	N/A	423 cfm			
30	AF25523		3	N/A	N/A	988 cfm			
31	AF25541		10	N/A	N/A	400 cfm			
32	AF25551		1	N/A	N/A	116 cfm			
33	AF25590		13	N/A	N/A	500 cfm			
34	AF25629		9	N/A	N/A	350 cfm			
35	AF25707		15	N/A	N/A	800 cfm			
36	AF25732		15	N/A	N/A	800 cfm			
37	AF25742		4	N/A	N/A	N/A			
38	AF25756		1	N/A	N/A	988 cfm			

39	AF25757		2	N/A	N/A	328 cfm			
40	AF25848		2	N/A	N/A	328 cfm			
41	AF25962		1	N/A	N/A	655 cfm			
42	AF311		1	N/A	N/A	155 cfm			
43	AF346K		1	N/A	N/A	614 cfm			
44	AF353K		1	N/A	N/A	483 cfm			
45	AF380		1	N/A	N/A	234 cfm			
46	AF409KM		2	N/A	N/A	264 cfm			
47	AF4103		5	N/A	N/A	317 cfm			
48	AF418		1	N/A	N/A	565 cfm			
49	AF424		1	N/A	N/A	565 cfm			
50	AF427M		1	N/A	N/A	748 cfm			
51	AF434KM		3	N/A	N/A	459 cfm			
52	AF435KM		2	N/A	N/A	105 cfm			
53	AF437K		5	N/A	N/A	144 cfm			
54	AF4563M		5	N/A	N/A	336 cfm			
55	AF4564KM		1	N/A	N/A	272 cfm			
56	AF4624		2	N/A	N/A	355 cfm			
57	AF4626		2	N/A	N/A	949 cfm			
58	AF4633		1	N/A	N/A	N/A			
59	AF4654		1	N/A	N/A	151 cfm			
60	AF4668		1	N/A	N/A	289 cfm			
61	AF4817		1	N/A	N/A	N/A			
62	AF4826K		5	N/A	N/A	247 cfm			
63	AF4827		3	N/A	N/A	243 cfm			
64	AF4833		1	N/A	N/A	556 cfm			
65	AF487		1	N/A	N/A	423 cfm			
66	AF4878		5	N/A	N/A	406 cfm			
67	AF490M		1	N/A	N/A	565 cfm			
68	AF4924		1	N/A	N/A	N/A			
69	AF4949		3	N/A	N/A	266 cfm			
70	AF4965		16	N/A	N/A	245 cfm			
71	AF804M		1	N/A	N/A	459 cfm			
72	AF820M		1	N/A	N/A	741 cfm			
73	AF822M		1	N/A	N/A	600 cfm			
74	AF886		3	N/A	N/A	554 cfm			
75	AF897		1	N/A	N/A	459 cfm			
76	AF915		2	N/A	N/A	1173 cfm			
77	AF916		2	N/A	N/A	1173 cfm			
78	AF933		1	N/A	N/A	369 cfm			
79	AF947		2	N/A	N/A	583 cfm			
80	AF963		4	N/A	N/A	420 cfm			
81	AF975M		1	N/A	N/A	983 cfm			
82	AF976		1	N/A	N/A	1018 cfm			
83	AF979		112	N/A	N/A	601 cfm			
84	AF982		2	N/A	N/A	843 cfm			
85	AF986		6	N/A	N/A	843 cfm			
86	AF987		45	N/A	N/A	598 cfm			
87	AF988		1	N/A	N/A	211 cfm			
<b>FUEL FILTERS</b>									
88	FF105C		1	20	96	89 gph			
89	FF149		1	11	N/A	15.9 gph			
90	FF167		8	18	98	13.2 gph			

91	FF182		13	20	97	120 gph			
92	FF185		1	8	97	120 gph			
93	FF200		6	20	97	89 gph			
94	FF203		2	5	98.7	N/A			
95	FF204		1	20	97	89 gph			
96	FF214		2	10	99	50 gph			
97	FF215		13	20	97	50 gph			
98	FF4052A		1	12	98	19.8 gph			
99	FF5006		11	20	95	N/A			
100	FF5011		1	20	97	120 gph			
101	FF5018		18	18	98	19.8 gph			
102	FF5019		19	10	99	34 gph			
103	FF5020		13	20	99	89 gph			
104	FF5021		2	20	96	89 gph			
105	FF5026		3	10	98	31 gph			
106	FF5033		1	20	97	50 gph			
107	FF5039		1	18	98	87 gph			
108	FF5045		3	10	97	N/A			
109	FF5051		2	10	97	N/A			
110	FF5064		1	150	98	17 gph			
111	FF5095		17	20	96	50 gph			
112	FF5097		1	10	98	34.8 gph			
113	FF5108		1	18	98	33 gph			
114	FF5207		2	50	98.7	100 gph			
115	FF5226		3	20	97	50 gph			
116	FF5244		8	10	98	N/A			
117	FF5253		1	20	97	44.9 gph			
118	FF5269		138	8	98.7	34 gph			
119	FF5319		1	5	98.7	99.8 gph			
120	FF5324		1	5	98.7	98.8 gph			
121	FF5418		6	22	98.7	15 gph			
122	FF5455		1	5	96	24 gph			
123	FF5501		7	N/A	N/A	50 gph			
124	FF5503		3	N/A	N/A	50 gph			
<b>FUEL/WATER SEPARATOR</b>									
125	FS1205		1	10	96	33 gph			
126	FS1209		1	20	96	89.8 gph			
127	FS1212		2	22	98	52.8 gph			
128	FS1221		5	N/A	N/A	44.9 gph			
129	FS1247		6	20	96	19.8 gph			
130	FS1251		1	62	98	25 gph			
131	FS1254		1	10	98.7	60 gph			
132	FS1258		1	20	96	89.8 gph			
133	FS1280		21	N/A	N/A	59.9 gph			
134	FS1287		2	3	95	N/A			
135	FS1295		13	15	95	N/A			
136	FS1298		2	7	95	44.9 gph			
137	FS19517		9	5	95	19.9 gph			
138	FS19546		2	150	90	20 gph			
139	FS19547		36	40	87	N/A			
140	FS19573		1	5	95	N/A			
141	FS19577		4	150	N/A	N/A			
142	FS19579		12	10	98.7	59.9 gph			
143	FS19684		1	8	98.7	23 gph			

HYDRAULIC FILTERS									
144	HF28943		20	40	99.5	16 gpm			
145	HF28949		2	15	98.7	27 gpm			
146	HF30084		1	4.5	98.7	34 gpm			
147	HF6056		8	47	98.7	10 gpm			
148	HF6057		3	43	95	25 gpm			
149	HF6059		2	47	98.7	23.5 gpm			
150	HF6079		1	54	98.7	25 gpm			
151	HF6110		70	15	98.7	49.9 gpm			
152	HF6123		2	60	98.7	8.7 gpm			
153	HF6162		17	50	98.7	5 gpm			
154	HF6163		5	47	98.7	14 gpm			
155	HF6204		2	35	98.7	80 gpm			
156	HF6269		1	41	95	16 gpm			
157	HF6317		8	30	98.7	15.8 gpm			
158	HF6343		1	7	95	100 gpm			
159	HF6420		5	30	99.5	15 gpm			
160	HF6552		3	11	98.7	10 gpm			
161	HF6553		1	11	98.7	20 gpm			
162	HF6554		6	17	95	10 gpm			
163	HF6555		7	20	98.7	15 gpm			
164	HF6565		4	19	95	20 gpm			
165	HF6586		13	20	98.7	29.8 gpm			
166	HF6587		5	13	98.7	49.9 gpm			
167	HF6710		33	47	98.7	14 gpm			
168	HF6726		2	25	98.7	59 gpm			
169	HF6802		4	20	98.7	34 gpm			
170	HF6808		3	18	98.7	50 gpm			
171	HF6809		2	18	98.7	50 gpm			
172	HF6813		3	12	98.7	35.9 gpm			
173	HF6828		3	18	98.7	50 gpm			
174	HF7071		2	25	98.7	21 gpm			
175	HF7608		1	18	98.7	15 gpm			
176	HF7987		3	40	98.7	18.6 gpm			
LUBE (OIL) FILTERS									
177	LF16102		22	30	99	6.6 gpm			
178	LF3000		31	30	98.7	20 gpm			
179	LF3313		3	30	68	10.5 gpm			
180	LF3314		3	30	95	5.5 gpm			
181	LF3316		7	30	80	10.9 gpm			
182	LF3328		5	30	68	7.9 gpm			
183	LF3333		1	30	68	28 gpm			
184	LF3335		5	30	95	1.85 gpm			
185	LF3338		12	30	95	1.85 gpm			
186	LF3339		35	30	68	6 gpm			
187	LF3342		1	30	68	5 gpm			
188	LF3343		2	30	55	21 gpm			
189	LF3344		2	30	60	15.8 gpm			
190	LF3345		1	30	95	6.8 gpm			
191	LF3346		1	30	75	18.5 gpm			
192	LF3349		68	30	95	8.7 gpm			
193	LF3443		28	30	95	11.9 gpm			

194	LF3462		3	30	95	1.85 gpm			
195	LF3521		1	30	55	10.5 gpm			
196	LF3528		1	30	68	3 gpm			
197	LF3536		2	30	95	2.9 gpm			
198	LF3552		8	30	100	18.5 gpm			
199	LF3554		8	30	100	7.9 gpm			
200	LF3560		3	30	100	22 gpm			
201	LF3567		5	30	95	28 gpm			
202	LF3604		119	30	65	3 gpm			
203	LF3630		31	30	99	20 gpm			
204	LF3638		1	30	95	5.5 gpm			
205	LF3654		2	15	98.7	N/A			
206	LF3679		35	30	80	3 gpm			
207	LF3681		39	30	95	5 gpm			
208	LF3687		1	30	90	13 gpm			
209	LF3703		6	30	95	13 gpm			
210	LF3749		1	30	75	18.4 gpm			
211	LF3883		290	30	99	45 gpm			
212	LF3884		1	30	100	8.7 gpm			
213	LF3894		1	N/A	N/A	N/A			
214	LF3945		1	30	83	.83 gpm			
215	LF3959		2	30	95	8.7 gpm			
216	LF3970		6	30	100	21.9 gpm			
217	LF4056		12	30	55	10.5 gpm			
218	LF509N		3	30	68	29 gpm			
219	LF551A		33	30	68	4.7 gpm			
220	LF624		1	N/A	N/A	N/A			
221	LF629		2	N/A	N/A	N/A			
222	LF634		1	30	83	2.9 gpm			
223	LF653		1	30	95	6.6 gpm			
224	LF667		21	30	68	17 gpm			
225	LF678		25	30	95	13 gpm			
226	LF680		1	30	95	19.8 gpm			
227	LF682		2	30	75	10.5 gpm			
228	LF689		1	30	95	3.7 gpm			
229	LF690		92	30	83	7 gpm			
230	LF692		1	30	95	8 gpm			
231	LF699		5	30	68	6.6 gpm			
232	LF700		1	30	68	3.7 gpm			
233	LF701		1	30	68	5 gpm			
234	LF727		5	30	95	5.8 gpm			
235	LF734		6	30	95	13 gpm			
236	LF777		2	10	98	2 gpm			
237	LF780		29	30	95	1.85 gpm			
238	LF782		11	30	95	2.9 gpm			
239	LF796		11	30	95	1.85 gpm			
240	LF9025		12	30	98.7	39.6 gpm			
<b>WATER FILTERS</b>									
241	WF2051		3	N/A	N/A	1 gpm			
242	WF2077		43	N/A	N/A	1 gpm			
243	WF2106		42	N/A	N/A	1 gpm			
<b>TOTAL EXTENDED PRICE TO BE USED FOR AWARD CALCULATION PURPOSES (*the total cost to purchase one of each filter listed above):</b>							\$		



# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address:  Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.**

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____

If additional space is required, please attach an additional sheet and identify it as **M/WBE Information**

## Preference Certification

All bidders must furnish **ALL** applicable information requested below

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

**IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.**

**NO BID / NO QUOTE**

DATE: \_\_\_\_\_

TO: Missouri Department of Transportation – District 2  
General Services (Procurement) Division  
902 North Missouri Street P.O. Box 8  
Macon, MO. 63552  
(660)-385-1707 – fax #

FROM: \_\_\_\_\_ (Company Name)

\_\_\_\_\_  
(Contact Person)

\_\_\_\_\_ (Mailing Address)

\_\_\_\_\_ (City, State, Zip Code)

\_\_\_\_ (Office Phone #)

\_\_\_\_ (Cellular Phone #)

\_\_\_\_\_ (Fax #)

\_\_\_\_\_ (Email Address)

Our company is submitting “NO BID / NO QUOTE” on Request # \_\_\_\_\_ for the reasons indicated below (check all that apply):

- ( ) Product or service is not available or cannot meet the required specifications
- ( ) Cannot make required deadline
- ( ) The delivery point or work location is outside of our territory or coverage/service area
- ( ) Other – Please explain below:

- ( ) Please keep our name on the bidder's list for future opportunities on this product or service.
- ( ) Please remove our name from your bidder's list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN  
REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

**Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for tabulation/award results.**

**Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.**

#### **Tax Exempt Status**

The Missouri Highways and Transportation Commission (MHTC) is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request, if applicable.

#### **Right of Acceptance/Rejection**

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

#### **General Performance**

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

#### **Invoicing and Payment**

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Inspection and Acceptance**

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

#### **STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

## **GENERAL TERMS AND CONDITIONS**

### **Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

### **Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

### **Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

### **Executive Order**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.